

VOLUNTARY MUSIC PUBLISHING CATALOG LICENSE

This agreement (“**Agreement**”) is entered into as of May 1st 2022 by and between Believe SAS, 2 Place du Colonel Fabien, 75167 Paris CEDEX 19, France (collectively along with its affiliates and subsidiaries, “**Licensee**”), and TSUNAMI FLOW 1023 Delaware Street, Attn: Hubert Christopher Maxwell Tallahassee FL 32304 (collectively along with its affiliates and subsidiaries, “**Licensor**”) (each referred to as a “**Party**”), with respect to Licensee’s use of the catalog of musical compositions owned or controlled by Licensor from time to time during the Term (individually, and collectively, the “**Composition(s)**”) in the reproduction and distribution of musical composition(s) as sound recordings.

In consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Rights:**

Licensor hereby grants to Licensee the non-exclusive and irrevocable right and license, during the Term and solely within the Territory, to reproduce and distribute any or all of the Compositions, or a part of them, in the form of (i) permanent digital downloads (“**PDDs**”) and/or (ii) ringtones (“**Ringtones**”), each as defined in 37 C.F.R. § 385.2. For the avoidance of doubt, this grant of rights shall include, to the extent necessary to exploit the rights described above, the right to: (a) host, encode, index, store, cache, buffer, route, transmit, reformat, and excerpt the Compositions; and (b) promote the availability of phonorecords embodying the Compositions on digital platforms.

For the purpose of clarity, Licensee will have the right, but not the obligation, to reproduce and distribute any or all Compositions under this Agreement and will not be required to serve or file notices of intention to obtain a compulsory license pursuant to Section 115 of the Copyright Act.

2. **Royalties:**

The royalty rate for all PDDs and Ringtones made and distributed pursuant to this Agreement will be the statutory rate in effect at the time the distribution is made, as provided under 37 C.F.R. § 385.3 or the equivalent regulation then in effect.

3. **Payment and Accounting:**

(a) **Accountings:** Licensee or its agent will calculate and pay any royalties due hereunder to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter of the Term, and will provide accounting statements in connection therewith. Such statements will include the data reasonably necessary to verify the calculations paid or payable for the applicable calendar quarter. All royalty payments will be in U.S. Dollars payable to Licensor by check sent to the Licensor’s address as set forth in an IRS Form W-9 or W-8BEN delivered by Licensor to Licensee (or Licensee’s agent), or sent to Licensor via direct deposit or bank transfer if both Parties are able to process such payments, provided the royalties due to Licensor for the applicable accounting period are equal to or greater than Fifty Dollars (\$50) (the “**Minimum Amount**”). Where the balance due to Licensor falls below the Minimum Amount, such balance will roll over to successive accounting periods until such time as the Minimum Amount is reached, at which time Licensee will make payment to Licensor in accordance with this provision. Licensor acknowledges and agrees that Licensee may designate an agent for the purpose of calculating and providing royalty statements and payments to Licensor pursuant to this Agreement. Royalty statements will be made available to Licensor via Licensor’s web account with Licensee or Licensee’s agent for each period in which licensed activity occurs.

(b) Adjustments: If the royalties payable to Licensor for a given accounting period are subsequently determined by Licensee or its agent to be less than or greater than the amount already accounted or paid to Licensor for that accounting period, then Licensee or its agent will adjust the accounting accordingly as promptly as commercially practicable, and the corresponding debit or credit will be reflected on the first quarterly royalty statement prepared after such adjustment is made. Such statement will be accompanied by a “true-up” payment if any credit is due, provided the royalties due to the Licensor have reached the Minimum Amount.

(c) Audits: Licensee will maintain books and records concerning the use of Compositions during the Term. Licensor will have the right, upon ninety (90) days notice to Licensee, to designate an independent certified public accountant on Licensor’s behalf, who will not be retained on a contingency basis, to examine such books and records as they relate to the use of the Compositions and fulfillment of Licensee’s obligations under this Agreement, solely for the purpose of verifying the accuracy of accountings hereunder. Such examinations will be conducted at Licensor’s sole cost and expense, no more than once in any twelve- (12-) month period nor more than once with respect to any single quarterly statement. Such audit will be conducted at Licensee’s headquarters during Licensee’s normal business hours and in such manner so as not to unreasonably disrupt Licensee’s business, and will be completed promptly. Licensor acknowledges that Licensee’s books and records contain Confidential Information (as defined in Section 7 herein), and Licensor represents and warrants that neither Licensor nor any person or entity acting under Licensor’s authority will divulge such Confidential Information.

(d) Audit Restrictions: Each statement hereunder will be binding and not subject to any objection unless Licensor sends Licensee written notice specifying such objection within two (2) years after the date the statement is required to be rendered hereunder (and each statement will be deemed rendered on time unless Licensor notifies Licensee to the contrary no later than sixty (60) days after the date on which the statement is required to be rendered). Licensor may not commence any legal action against Licensee in respect of any accounting (or alleged failure to account) unless Licensor commences such legal action in a court of competent jurisdiction within two (2) years following the date the accounting is required to be rendered, and the scope of any such legal action will be limited to a determination of the amount of royalties, if any, payable to Licensor for the relevant quarterly accounting period. Licensor’s sole remedy in connection with such legal action will be the recovery of the royalties Licensor is determined to be owed hereunder, if any.

4. Term and Territory:

(a) Term: This Agreement will commence as of the first day of the calendar quarter during which Licensor electronically signs this Agreement and will continue for a period of two (2) years (the “**Initial Period**”), after which it will renew automatically for successive periods of one (1) year, each a “**Renewal Period**,” unless terminated by either Party as provided herein. The Initial Period, together with all Renewal Periods, if any, will constitute the “**Term**.”

(b) Termination: Either Party may terminate this Agreement on a prospective basis, effective as of the end of the Initial Period or any Renewal Period, by written notice to the other not less than ninety (90) days prior to the conclusion of the then-current period of the Agreement. Without limiting any other remedy available at law or in equity, either party may also terminate the Term in the event of any material breach of this Agreement by the other party that is not remedied within 30 days after notice thereof is provided to the breaching party. Neither Party will be entitled to recover damages or to terminate the Term by reason of any breach by the other Party of its obligations under this Agreement unless the breaching Party fails to cure the breach within 30 days following receipt of notice thereof. Licensee will also have the right to terminate the Term upon notice to Licensor in the event that Licensee ceases to operate its service during the Term. A Party’s right to terminate the Term of this Agreement will be deemed to have been waived for all purposes in the event that it is not exercised prior to the date upon which the breach giving rise to the right of termination has been cured.

(c) Territory: The “Territory” of this Agreement will mean the United States, its territories, possessions, commonwealths, and military bases.

5. Takedowns

In the event of a bona fide dispute between Licensor and a writer or co-publisher of any Composition, Licensor may, on a prospective basis, withdraw the license granted under this Agreement with respect to such Composition, provided that: (a) Licensor provides Licensee with no less than 30 days’ advance written notice of such withdrawal; (b) the notice identifies precisely the Composition for which the license is being withdrawn; and (c) Licensor also withdraws the rights it has granted to all third-party services to make PDDs or Ringtones of the Composition available. Upon receipt of such notice, Licensee will endeavor to remove said Composition from Licensee’s service within the Territory as soon as possible, but in no event later than thirty (30) days following receipt of such notice.

6. Representations and Warranties/Indemnity:

(a) Mutual Ability: Each Party represents and warrants to the other that: it has full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

(a) Non-Infringement: Licensor represents and warrants that Licensee’s use of the Composition(s) as provided herein will not infringe the rights, including but not limited to the copyright and/or other intellectual property rights or contractual rights, of any third party during the Term. Licensor represents and warrants that no consent from any third party is required for the exploitation of the Compositions as agreed in this Agreement.

(c) Indemnity: Each Party hereto will indemnify and hold the other Party harmless from any third party claim, judgment, cost, or expense (including, without limitation, reasonable legal costs and attorneys’ fees) arising out of a breach by the other Party of such Party’s representations or warranties hereunder.

7. Miscellaneous:

(a) Addresses and Notices: All notices hereunder must be in writing and will be deemed effective: (i) if provided by hand delivery, upon delivery; (ii) if provided by nationally recognized overnight courier, one (1) business day following the date sent; or (iii) if provided by registered or certified U.S. mail, return receipt requested, five (5) business days following the date mailed. Notices will be delivered to the Parties at their respective addresses above or, in Licensor’s case, at the address set forth on the Form W-9 or W-8BEN Licensor delivers to Licensee or Licensee’s agent.

(b) Merger/No Oral Amendments: This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof, and all prior and contemporaneous agreements are merged herein. No modification of this Agreement, or waiver of any right hereunder, will be binding on either Party unless memorialized in a writing signed by the Party to be charged with such amendment or waiver.

(c) Force Majeure: Performance by either Party of its obligations hereunder will be excused in the event of any force majeure event rendering performance impossible or commercially impracticable.

(d) Assignment: This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party except that either Party may freely assign this Agreement (i) to any affiliated company (an affiliated company meaning any entity that directly or indirectly controls or is controlled by, or is under common control with, a Party) and (ii) in the event of a sale of all or substantially all of such Party’s assets. This Agreement will be binding upon the Parties and their permitted successors and assigns.

(e) LIMITATION OF LIABILITY: EXCEPT FOR ANY CLAIM FOR INDEMNITY PURSUANT TO SECTION 6(d) OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY AMOUNTS REPRESENTING ITS RESPECTIVE LOSS OF PROFITS, LOSS OF BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (EVEN IF PREVIOUSLY APPRISED OF THE POSSIBILITY THEREOF) IN CONNECTION WITH OR ARISING FROM THIS AGREEMENT OR RELATED ACTS OR OMISSIONS. NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(f) Confidentiality. For the purposes of this Agreement, “**Confidential Information**” will mean the terms of this Agreement and any non-public information, data, usage reports, revenue information, or other materials provided by one Party to the other under or in connection with this Agreement, whether or not marked “confidential” or similar. The recipient of Confidential Information (“**Recipient**”) will keep such information strictly confidential using the same degree of care used by Recipient to protect its own confidential information, but in no event less than a reasonable degree of care. The Recipient agrees not to disclose Confidential Information to any person or entity without the prior written consent of the disclosing party, except that the Recipient may disclose such information: (a) to those of its own employees, agents, corporate affiliates, rights holders (as for example authors of the Compositions) or legal or business advisors who have a need to know such information and who have agreed in writing or are otherwise bound to keep it confidential to the extent necessary to further the purposes of this Agreement; (b) as required by law, legal process, or administrative proceeding, provided that the Recipient will provide the disclosing party with prompt advance notice of any such proposed disclosure so the disclosing party may seek a protective order; (c) as required by this Agreement; or (d) in connection with a dispute, including any third-party claim, arising out of this Agreement. Neither Party may make any public statement regarding this Agreement without the other Party’s written approval. Nothing in this Agreement will prohibit or limit Licensee from disclosing Confidential Information, as Licensee deems reasonably appropriate, in aggregated, anonymized form to its licensors and current or prospective customers or providers or for general industry purposes.

(g) Governing Law and Jurisdiction. If the Licensor is located in the United States of America, this Agreement will be governed by the laws of the United States of America and the State of New York and the Parties submit to the exclusive jurisdiction of the of the New York courts, state and federal, in relation to any dispute concerning this Agreement. If the Licensor is located outside of the United States of America, this Agreement will be governed by the laws of France and the parties submit to the exclusive jurisdiction of Paris courts in relation to any dispute concerning this Agreement.

(h) Severability: If any term of this Agreement is found to be legally invalid or unenforceable for any reason, all other terms of this Agreement will nevertheless remain in full force and effect.

ACCEPTED AND AGREED:

BELIEVE SAS

A handwritten signature in dark ink, appearing to read 'Ladegaillerie', with a long horizontal stroke extending to the right.

By:

Name (printed): Denis Ladegaillerie

Title: CEO